

EXHIBIT D



Steven M. Rudner

July 6, 2020

By email to daniel.cortez@daveramsey.com

Mr. Daniel E. Cortez
General Counsel
Ramsey Solutions
1011 Reams Fleming Blvd.
Franklin, TN 37064

Re: Gaylord Palms Resort & Convention Center / Ramsey Solutions

Dear Mr. Cortez:

It is my honor and privilege that the Gaylord Palms Resort & Convention Center is among the thousands of fine hotels and resorts which our law firm represents in regard to meetings and conventions-related issues. The Resort has referred to our offices its files regarding your July 10 - 16, 2020 meeting. I have had the opportunity to review those files and to confer with appropriate Resort personnel.

Your company's July 3rd formal notice of cancellation suggests that you believe your performance is excused pursuant to the impossibility provisions of the contract and/or addendum.

The record makes clear that your performance is not excused pursuant to those or any other provisions. On June 22, Joe Leavitt confirmed to the Resort that the program was "a green light", provided that guests were not forced to wear masks while at the Resort. Mr. Ramsey's email, which we received just a few hours later, contained his demand that your attendees be excused from the legal requirement of wearing masks during your convention. He explained that you "refuse[d] to conduct...business behind mandatory masks." In subsequent conversations, your company has made clear that the event would and could go forward if the Resort would exempt your attendees from this legal requirement.

Clearly, nothing has made performance impossible, and your invocation of the force majeure clause is misplaced. The meeting has been canceled only because the Resort has refused to accede to your demand and instead has indicated that it will not allow your attendees to do that which the law prohibits. Nothing makes it impossible for you to hold the convention other than your admitted refusal to have your attendees wear masks. No clause of the contract excuses your performance under these circumstances.



Mr. Daniel E. Cortez
July 6, 2020

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Attached please find the Resort's invoice for damages owed for the cancellation. After applying the deposit on hand to the amount owed in accordance with the cancellation clause of the contract, \$423,844.55 remains due. Please remit payment to the hotel in accordance with the terms of the contract.

Please feel free to have your attorney contact me if you should wish to discuss this matter further.

Sincerely,

A handwritten signature in dark ink, appearing to be "S. Rudner", written over a horizontal line.

Steven M. Rudner



Ramsey Solutions

July 3, 2020

INVOICE

Account Number 107032020

Code	Description	Charge
Cancellation Fee - M-KXE7Z2X		
	Room - Cancellation Fee	1,111,795.00
	F&B - Cancellation Fee	525,000.00

SUBTOTAL \$1,636,795.00

Advance Deposit Payment Received (\$1,212,950.45)

TOTAL \$423,844.55

PLEASE REMIT PAYMENT TO:
GAYLORD PALMS RESORT & CONVENTION CENTER
ACCOUNTING DEPARTMENT
6000 W. OSCEOLA PARKWAY KISSIMMEE, FLORIDA 34746